

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PRINCETON DIGITAL IMAGE
CORPORATION,

Plaintiff,

v.

HEWLETT-PACKARD COMPANY, et al.

Defendants.

Case No. 12-cv-00779-RJS

**PLAINTIFF PRINCETON DIGITAL IMAGE CORPORATION'S ADDITIONAL
MATERIAL FACTS PURSUANT TO LOCAL RULE 56.1(b) SUPPORT
OF PLAINTIFF'S OPPOSITION TO DEFENDANT'S MOTION
FOR SUMMARY JUDGMENT BASED ON SETTLEMENT
AGREEMENT BETWEEN PLAINTIFF AND MICROSOFT CORP.**

Pursuant to Rule 56(1)(b) of this Court's Local Civil Rules, Plaintiff Princeton Digital Image Corporation ("PDIC") respectfully submits the following additional paragraphs of additional material facts as to which it is contended there is a genuine issue of material fact:

1. On June 28, 2013 Plaintiff Princeton Digital Image Corporation ("PDIC") and Microsoft Corporation executed a Settlement and License Agreement (the "Agreement"). Declaration of Michael Botts, ¶ 4.

2. Section 9.6 of the Agreement expressly recites that its terms must be construed under "the laws of the State of Washington." *See* HP Ex. 1, Section 9.6.

3. Defendants' Memorandum of Law in Support of Motion for Summary Judgment of Noninfringement based on Settlement Agreement between Plaintiff and Microsoft Corp., Defendants' fail to cite any Washington law as authority for its interpretation of the Agreement. (D.I. 444, at 3).

4. Defendant Hewlett-Packard failed to disclose Curt Behrend, Paolo Fontani, Bradley Larson, and Jimmie Sato to PDIC under Fed.R.Civ.P. Rule 26(a)(1). *See* Declaration of George Pazuniak, ¶7.

Dated: Wilmington, Delaware
May 23, 2014

Respectfully submitted,

O'KELLY ERNST & BIELLI, LLC

/s/ Sean T. O'Kelly

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